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General terms and conditions of purchase – COMINDEX, S.A. | IMPAG IBERIA, S.L.

Version from 10.11.2026

Definitions

- **"Buyer":** COMINDEX, S.A. or IMPAG IBERIA, S.L., depending on the company issuing the Order.
- **"Supplier":** the company or professional supplying Products or providing Services to the Buyer.
- **"Products":** substances, mixtures, raw materials, active ingredients, additives, specialities, containers, packaging, equipment, spare parts, samples and other goods that are the subject of the Order.
- **"Services":** analyses, inspections, transport, storage, maintenance, testing, consultancy, technical assistance and other services contracted.
- **"Order":** document issued by the Buyer identifying Products or Services, quantities, prices, dates, place of delivery and special conditions.
- **"Specifications":** technical, quality, regulatory, safety, documentation, origin, traceability and packaging requirements incorporated into the Order or contract.
- **"Chemicals Legislation":** applicable legislation on substances and mixtures, including REACH, CLP, safety data sheets, transport of dangerous goods and applicable sector-specific legislation.

1. Purpose and scope

1.1 These Terms govern all Orders issued by the Buyer and future transactions with the Supplier, unless otherwise agreed in writing.

1.2 The Order shall constitute the Buyer's contractual offer. Acceptance may take place by written confirmation, commencement of manufacture, dispatch, delivery or commencement of the Service. If the Supplier disagrees, it must notify this before performing the Order.

1.3 The following shall prevail, in this order: signed framework contract or quality agreement; special conditions of the Order; Specifications and annexes; these Terms. The Supplier's terms and conditions shall not apply unless expressly accepted in writing by the Buyer.

1.4 These Terms are exclusively B2B. They are not intended for relationships with consumers or users.

2. Orders, changes and forecasts

2.1 Only Orders issued or approved by authorised personnel shall bind the Buyer. Consumption forecasts, enquiries or requests for quotation do not constitute purchase commitments unless expressly stated.

2.2 The Supplier shall confirm the Order stating reference, quantity, price, origin, batch where available, lead time and delivery terms. Any deviation shall require the Buyer's written approval.

2.3 The Buyer may request reasonable changes in quantities, dates, place, packaging or Specifications. Justified effects on price or lead time must be agreed in writing before the change is implemented.

2.4 The Supplier shall not substitute materials, formulations, manufacturers, production sites, critical raw materials, processes or subcontractors without authorisation where the change may affect quality, safety, regulatory status, traceability or intended use.

3. Prices, taxes and invoicing

3.1 The agreed prices shall be fixed and shall include all costs necessary to fulfil the Order, except for items expressly itemised. VAT shall be passed on in accordance with the law.

3.2 No surcharge for energy, raw materials, currency, transport, packaging, pallets, customs or handling shall be payable without the Buyer's written acceptance.

3.3 Invoices must include the Order number, buying company, references, quantities, delivery note, delivery date, taxes and other legally required data. The Buyer may return incomplete or incorrect invoices; the payment period shall begin when it receives the corrected invoice and the performance has been accepted, within the legal limits.

3.4 Payments shall be made within the agreed period in compliance with Ley 3/2004 [Spanish Late Payment Act] and its amendments. Payment does not imply final acceptance or waiver of claims for defects or non-performance.

4. Delivery, incoterms, risk and ownership

4.1 The delivery period, place and terms indicated in the Order are of the essence where so stated. The Supplier shall immediately notify any risk of delay, its causes, impact and recovery plan.

4.2 Incoterms shall be interpreted in accordance with ICC Incoterms 2020, unless the Order identifies another version. The mere indication of an Incoterm does not modify the regulatory or documentary obligations assumed by the Supplier.

4.3 Unless otherwise stipulated, risk and ownership shall pass in accordance with the agreed Incoterm. The passing shall not limit the Supplier's liability for defects, non-performance or lack of conformity.

4.4 Early, partial or excess deliveries shall not be accepted without authorisation. The Buyer may reject or store at the Supplier's risk and cost the unauthorised quantities.

4.5 Each delivery shall include a delivery note stating order number, product, quantity, batch, date, expiry date, origin and required transport data.

5. Packaging, labelling and transport

5.1 The Supplier shall use containers and packaging suitable for preserving integrity, stability, safety and legal compliance, avoiding contamination, leaks, incompatibilities and damage during transport and storage.

5.2 Labels must comply with the Order and applicable legislation, including identification, batch, quantity, hazards, pictograms, signal words, hazard statements and precautionary statements where applicable.

5.3 The Supplier shall comply with the rules applicable to the transport of dangerous goods by road, rail, sea or air and shall use authorised carriers. It shall deliver the required transport and emergency documentation.

5.4 Costs arising from inadequate packaging, incorrect labelling, contamination, leakage or documentary non-compliance attributable to the Supplier shall be borne by the Supplier.

6. REACH, CLP and chemical documentation compliance

6.1 The Supplier warrants that the Products comply with the Chemicals Legislation applicable in the European Union and Spain, including the obligations incumbent upon it regarding registration, authorisation, restriction, classification, labelling, packaging and communication in the supply chain.

6.2 Before the first delivery and after any update, the Supplier shall provide REACH-compliant safety data sheets in Spanish and in the other languages required in the Order.

6.3 The Supplier shall communicate without delay changes in classification, relevant composition, regulatory status, restrictions, authorisations, extremely hazardous substances, exposure limits, risk management measures or any information that may affect marketing or safe use.

6.4 Where the Buyer acts as importer in the Union, the Supplier not established in the EU shall provide in advance all data necessary for the Buyer to assess and fulfil its obligations.

6.5 The Supplier shall retain and provide compliance and traceability documentation for the legal periods and shall cooperate in the event of enquiries from authorities or customers relating to the Product.

7. Quality, specifications and traceability

7.1 Products and Services must fully conform to the Order, approved samples, specifications, certificates, declarations and applicable legislation. The Supplier shall apply adequate controls and a documented quality management system proportionate to the risk.

7.2 Each batch shall be accompanied by the required certificate of analysis or conformity. Methods, results, units and criteria must correspond to the Specifications in force.

7.3 The Supplier shall ensure traceability back to raw materials, batches, processes, production sites and, where applicable, sub-suppliers. It shall keep retention samples if agreed or if customary and necessary to investigate complaints.

7.4 The Supplier shall give prior notice of any change that may affect composition, functionality, impurities, toxicological data, origin, process, plant, critical equipment, packaging, labelling, shelf life or regulatory status. The Buyer may require assessment, samples, approval or new validation.

7.5 The Supplier shall comply with the sector-specific requirements expressly indicated for food, cosmetics, pharmaceuticals, detergents, paints, plastics, construction, agriculture or other markets, without any certification not confirmed in writing being presumed.

8. Inspection, acceptance and non-conformities

8.1 The Buyer may inspect and analyse the Products after receipt. Receipt, signature of the delivery note, payment or partial use do not imply acceptance of hidden defects or waiver of rights.

8.2 The Buyer shall notify non-conformities within a reasonable period from their detection, without prejudice to the statutory periods. The Supplier shall investigate the cause, take immediate containment action and submit corrective and preventive actions within the period requested.

8.3 The Supplier must replace, repair, reprocess, withdraw or refund the non-conforming Product. It shall bear the reasonable direct costs of analysis, sorting, storage, return, destruction, redelivery and incident management where attributable to the Supplier.

9. Supplier warranties

9.1 The Supplier warrants sufficient capacity, authorisations, experience and resources; and that the Products are of adequate commercial quality, free from defects and fit for the use expressly communicated and accepted.

9.2 The Supplier warrants that the documentation, regulatory declarations, certificates and data provided are complete, accurate and up to date in accordance with its professional knowledge and legal obligations.

9.3 Unless a longer period is agreed or provided by law, the warranty shall remain in force for the shelf life or until the declared retest date, provided that the Product is stored and used in accordance with the instructions. For equipment or Services, the period indicated in the Order or contract shall apply.

9.4 The warranties do not exclude mandatory liabilities or damage arising from wilful misconduct, gross negligence, personal injury, environmental damage, regulatory non-compliance or product defects under the legally applicable terms.

10. Recalls, alerts and regulatory cooperation

10.1 The Supplier shall immediately communicate any defect, deviation, alert, incident, suspected risk, measure by an authority or recall that affects or may affect Products supplied.

10.2 The Supplier shall provide traceability, batch analysis, risk assessment and an action plan, and shall cooperate in good faith with the Buyer, authorities, carriers and affected customers.

10.3 If the recall, blocking, communication or replacement results from non-performance attributable to the Supplier, the Supplier shall bear the direct, reasonable and substantiated costs, without prejudice to other damages claimable under the contract and the law.

11. Audits and access to information

11.1 The Buyer may request questionnaires, certificates and reasonable evidence of quality, sustainability, safety, compliance and continuity of supply.

11.2 Subject to reasonable prior notice and respecting confidentiality, security and industrial secrets, the Buyer or an independent auditor may audit facilities, processes and records relating to critical Products or relevant incidents. In regulatory or safety emergencies, the notice may be shortened.

11.3 The Supplier shall correct the agreed deviations within the established period. Audits do not release the Supplier from liability nor constitute acceptance.

12. Subcontracting and supply chain

12.1 The Supplier shall not subcontract critical processes or change manufacturer or production site where this may affect the Order without the Buyer's prior authorisation.

12.2 The Supplier shall remain fully liable for its subcontractors and shall pass on to them the applicable obligations regarding quality, safety, traceability, confidentiality, sustainability and compliance.

12.3 Where supply risks exist, the Supplier shall provide information on capacity, inventories, critical raw materials and continuity measures to a reasonable extent compatible with confidentiality.

13. Continuity of supply and force majeure

13.1 The Supplier shall maintain proportionate continuity, contingency and recovery plans for critical Products, including sources, inventories, transport, systems and key personnel.

13.2 Force majeure shall only exonerate to the extent that the event is outside reasonable control, unavoidable and not attributable. The affected party shall notify immediately, mitigate the impact and update the recovery plan.

13.3 Ordinary shortages, cost increases, lack of funds or non-performance by sub-suppliers shall not in themselves constitute force majeure if they could reasonably have been prevented or mitigated.

13.4 If the interruption jeopardises essential needs, the Buyer may temporarily purchase from third parties and, if it is prolonged or frustrates the Order, cancel the outstanding part without penalty.

14. Insurance and liability

14.1 The Supplier shall maintain insurance appropriate to its activity and risk, including, where applicable, operational, product, recall, transport and pollution liability insurance and professional liability insurance.

14.2 The Supplier shall be liable for direct damage, costs and claims caused by non-performance, defect, negligence or breach of law attributable to the Supplier, its personnel or subcontractors.

14.3 Neither party shall be liable for indirect damage or loss of profit, save in the case of express agreement, wilful misconduct, gross negligence or liability that cannot be excluded by law. Specific limits of liability, if agreed, must be set out in writing and take into account the risk, insurance and nature of the supply.

14.4 The Supplier shall hold the Buyer harmless against third-party claims arising from defective Products, regulatory non-compliance, personal injury, property or environmental damage or infringement of intellectual property attributable to the Supplier, with the right to participate in the defence.

15. Environment, waste and sustainability

15.1 The Supplier shall comply with applicable environmental legislation and shall manage emissions, discharges, waste, packaging and hazardous substances safely and in a documented manner.

15.2 It shall provide the necessary information on composition, recyclability, recycled content, footprint or other environmental data where required by law, by the Order or by commitments communicated by the Buyer.

15.3 Where return, reuse or management of packaging is agreed, the responsibilities, costs and traceability shall be defined in the Order or the corresponding annex.

16. Ethics, anti-corruption, sanctions and human rights

16.1 The Supplier shall comply with the applicable rules on anti-corruption, competition, fraud, money laundering, economic sanctions, export control, labour, human rights and occupational safety.

16.2 It shall not offer or accept undue advantages in connection with the Order and shall disclose actual or potential conflicts of interest.

16.3 The Supplier shall provide reasonable information on origin, end user and supply chain where necessary for sanctions, export, due diligence or compliance checks. The Buyer may suspend the Order in the event of a well-founded legal risk.

17. Confidentiality and intellectual property

17.1 The technical and commercial information, samples, forecasts, prices, formulas, customer data and documentation of the Buyer shall be confidential and may only be used to fulfil the Order.

17.2 Materials, specifications, designs and tools provided or specifically paid for by the Buyer shall be its property to the extent agreed and may not be used for third parties.

17.3 The Supplier warrants that the Products and Services do not infringe third-party rights, except where the infringement derives exclusively from a design imposed by the Buyer. It shall immediately report claims and provide assistance in their defence.

17.4 The confidentiality obligations shall remain in force for five years after the end of the relationship, except for trade secrets or information subject to a longer legal or contractual period.

18. Data protection and information security

18.1 Each party shall process professional contact data as an independent controller in accordance with the GDPR and the LOPDGDD [Spanish Data Protection Act], in order to manage the relationship, legal obligations, payments, security and fraud prevention.

18.2 If the Supplier processes personal data on behalf of the Buyer, both parties shall enter into the corresponding data processing agreement before access.

18.3 The Supplier shall apply appropriate technical and organisational measures and shall notify without undue delay incidents affecting the Buyer's data, systems or information, providing the information necessary to manage the risk and comply with legal obligations.

19. Assignment, set-off and receivables

19.1 The Supplier shall not assign the Order, receivables or collection rights without the Buyer's written consent, except where assignment is legally mandatory. Authorisation of an assignment of receivables does not imply acceptance of the invoice.

19.2 The Buyer may set off liquid, due and payable receivables arising from the relationship with the Supplier, to the extent permitted by law.

19.3 Changes of control or reorganisations that may materially affect supply must be communicated where legally possible.

20. Suspension, cancellation and termination

20.1 The Buyer may suspend the Order on grounds of safety risk, regulatory non-compliance, serious non-conformity, significant delay, insolvency or breach of confidentiality or compliance.

20.2 In the event of remediable non-performance, the Buyer may grant a reasonable period for correction. It may terminate (resolver) with immediate effect in the event of irremediable fundamental non-performance, fraud, corruption, sanctions, serious risk or repeated non-performance.

20.3 Insolvency shall produce only the effects permitted by insolvency legislation.

20.4 If the Buyer cancels an accepted Order for convenience, it shall pay for conforming Products already delivered and the direct, unavoidable and documented costs reasonably incurred for specific non-reusable products.

21. Communications and record retention

21.1 Relevant communications shall be made in writing to the contacts stated in the Order. The Supplier shall keep its data up to date and notify corporate, banking, regulatory or contact changes.

21.2 The Supplier shall retain Orders, batches, certificates, controls, regulatory documentation and required records for the applicable legal and contractual periods.

22. Governing law and jurisdiction

22.1 The Order and these Terms shall be governed by Spanish law.

22.2 Save for mandatory jurisdiction or a specific agreement, the parties submit to the courts of the registered office of the Buyer that issued the Order.

22.3 Before litigating, the parties shall endeavour to negotiate in good faith, without limiting interim measures or statutory time limits.

23. Severability, waiver and version

23.1 The nullity of a clause shall not affect the remaining clauses. The parties shall replace the clause with a valid one that reasonably preserves its purpose.

23.2 Failure to exercise a right does not constitute a waiver. Amendments must be made in writing.

23.3 The applicable version shall be the one accompanying or referenced in the Order. In the event of translation, the Spanish version shall prevail unless expressly agreed otherwise.

Annex I. main regulatory references

- Regulation (EC) No 1907/2006 (REACH) and amendments, including the rules on safety data sheets.
- Regulation (EC) No 1272/2008 (CLP) and amendments on classification, labelling and packaging.
- Legislation applicable to the transport of dangerous goods: ADR, RID, IMDG and IATA/ICAO, according to the mode of transport.
- Ley 7/1998 sobre condiciones generales de la contratación [Spanish General Contract Terms Act]; Código Civil [Spanish Civil Code] and Código de Comercio [Spanish Commercial Code].
- Ley 3/2004, amended by Ley 15/2010 [Spanish act amending the Late Payment Act], on late payment in commercial transactions.
- Regulation (EU) 2016/679 and Ley Orgánica 3/2018 on data protection.
- Spanish and European legislation applicable to waste, packaging, environmental liability, industrial safety, exports and sanctions.
- Sector-specific legislation indicated in each Order for food, cosmetics, pharmaceuticals, detergents, paints, plastics, construction, agriculture or other industries.